



## REQUEST FOR PROPOSALS

### TREE PLANTING

#### 1. INTENT

The Town of Clarence is soliciting proposals from qualified nurserymen or experienced tree planters to provide professional services for the planting of street trees in the Town of Clarence, New York. The scope of work includes supplying and planting various trees in the rights-of-way in the Town of Clarence. **Proposals must include price per tree, to include all transportation, planting, survival guarantee, and components found within scope of services / specifications.**

#### 2. PROPOSAL DUE DATE

Proposals are due on or before **Friday, July 28<sup>th</sup>, 2023 at 3:00 P.M.** and are to be delivered to the Town of Clarence Planning and Zoning Department located at One Town Place, Clarence New York 14031.

#### 3. OVERVIEW

The project involves supplying and planting various trees in the rights-of-way in the Town of Clarence. The selected bidder will furnish all the labor, materials, equipment, supplies, machinery, insurance and other accessories and services necessary to complete the work. The Town of Clarence seeks bidders with prior municipal tree planting experience and/or experience in the business of planting and growing of trees for at least three (3) years prior to this request. The specific location of the street trees will be determined by the Town Board upon the selection of the bidder. The Town of Clarence has allocated approximately \$15,000 for each season of tree planting with the possibility of additional funding, should the Town receive grant funds.

#### 4. SCOPE OF SERVICES / SPECIFICATIONS

- a. **Scheduling:** All trees purchased on the contract will be scheduled for planting on a date determined by the Town Board, with recommendation of the selected bidder. The intent of the Town is to schedule planting in the fall of 2023 and the spring and fall of 2024.
- b. **Transport:** All trees to be handled and transported in a manner conducive to good nursery practices.
- c. **Clean Up:** The selected bidder shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
- d. **Guarantee:** The selected bidder shall provide a 12 month tree survival and good condition guarantee from date of planting. Good conditions means that the tree is fully healthy.
- e. **Soil / Earth:** Each tree shall be well planted, existing earth removed and refilled with soil acceptable to the Director of Community Development and/or his designee.

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- f. **Staking:** Each tree shall be well tamped and staked. Stakes shall be of hard wood, 6 ft. minimum heights and will be placed at the time of planting. The fertilizer shall be “time release” only and will be placed in the hole and covered by 4 to 6 inches of soil before the tree is placed in position.
- g. **Pruning at Planting:** Ball and Burlapped trees should be restricted to the removal of damaged branches and the correction of structural weaknesses. Branches that will become permanent scaffold branches should not be headed back. (Earlier growth of the un-pruned terminals and developing leaves should favor more rapid root development.)
- h. **Adopted Standards:** All nursery stock shall conform in size and grade (including size of rootball) in accordance with the “Horticulture Standards” most recently adopted by the American Association of Nurserymen.
- i. **Quality of Plant Material:** All trees shall meet the requirements of the State and Federal laws with respect to disease and insect infestation.
  - i. All trees shall be in a live, healthy condition, free from dead branches, blemishes, scars, decayed spots, frost cracks, disfiguring knots, broken bark or mutilation of any nature.
  - ii. Specified varieties of any species shall be specimen-type trees and shall be first class representatives of their normal species and varieties. They shall have well developed root and branch systems, reasonably straight stems and a well-defined single leader. Branching height shall bear a relationship to size and kind of tree so that top branching will be in good balance with trunk. Trees shall be nursery grown with a good, compact, fully developed fibrous root system, which has been developed by proper cultural treatment and is sufficient enough to insure plant growth.
- j. **Delivery:** All trees shall be freshly dug prior to pick up or delivery. No balled and burlapped trees shall be dug or loaded for shipment from the vendor nursery when the temperature is below thirty-two (32 degrees) Fahrenheit and when the depth of frost in the ground exceeds one inch.
  - i. The nursery shall comply with all good trade practices to insure arrival of stock at the stated delivery point in the best condition for successful growth and without injury of any nature. Trees shall be inspected for injury to trunks, evidence of insects, infection and improper pruning.
- k. **Composted Mulch:** Shall not be applied in a fermenting state; must be fully decomposed. All trees shall be mulched to a depth of not less than three (3”) inches nor more than four (4”) inches beginning four inches from stem, in a radius of at least two (2’) feet. Three (3’) feet for trees up to five inches in caliper. Mulch shall not be mounded against stem. Planting mulch should slope away from stem or remain flat.
- l. **Topsoil:** Will be furnished and hauled by the contractor to the site. Shall be free from subsoil, roots, and stones over one (1”) inch in diameter and other extraneous materials. Topsoil in frozen or muddy condition shall not be used.
- m. **Caliper:** All trees shall be measured for caliper with “Horticultural Standards”. Balled and burlapped tree root ball shall be increased in proportion to the size of the plant.
- n. **Inspection of Plant Material:** Approval of trees during the preliminary inspection shall not be construed as acceptance of them. Final acceptance will be made when the trees are planted.
- o. **Rejection of Material:** The Town of Clarence or its duly authorized representative reserves the right to reject any tree which does not comply with the specifications as stated herein. All rejected trees shall be the responsibility of the vendor. The Town of Clarence will not assume any responsibility for such rejected trees.

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### 5. ADDITIONAL INFORMATION

The selected bidder must provide the Town of Clarence with a Certificate of Insurance showing the Town of Clarence listed as an additional insured. The insurance certificate must contain a thirty (30) day cancellation clause.

See additional insurance requirements per Attachment B.

The selected bidder is responsible for contacting the appropriate utilities to have the necessary area of right-of-way flagged prior to digging. The selected bidder must notify the Town of Clarence Planning and Zoning Department at least 24 hours in advance of planting. All inspections for the project will be conducted by the Planning and Zoning Department, or their designee.

The work under this proposal shall be completed within 30 days of contract execution, unless mutually agreed to by both parties. Contractors shall hold their pricing for a minimum of sixty (60) days.

The Town of Clarence reserves the right to waive informalities and to reject any and/or all proposals.

Proposals must be in compliance with prevailing wage rate requirements of New York State.

There is no guarantee of a quantity of items to be purchased expressed or implied in this contract.

**TERM:** This contract will have a one (1) year term from date of Town Board approval. At the end of this period, the contract may be renewed by mutual agreement for two (2) additional one (1) year periods provided that prices remain unchanged, with sixty (60) days advance written notice of the contract extension.

### SUBMISSION INFORMATION:

Town of Clarence Contact Person:

Steven Leising  
Zoning Inspector  
(716) 741-8933  
[sleising@clarence.ny.us](mailto:sleising@clarence.ny.us)

Submission Due Date:

Friday, July 28<sup>th</sup>, 2023 at 3:00 P.M., local time.  
Proposals cannot be accepted after the scheduled due date. Emailed proposals will not be accepted.

Submission Location:

Town of Clarence Planning and Zoning Office  
One Town Place  
Clarence, New York 14031

Submissions Addressed To:

Jonathan Bleuer  
Director of Community Development

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#### 6. FORM OF PROPOSAL

FIRM NAME: \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

Check one: CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ INDIVIDUAL: \_\_\_\_\_

FEDERAL NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF: \_\_\_\_\_

If foreign corporation, state if authorized to do business in the State of New York:  
YES \_\_ NO\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS

\_\_\_\_\_  
\_\_\_\_\_

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ITEM NO.	QTY	CATALOG NO./DESCRIPTION	COST PER BALLED & BURLAP TREE
		Price Per NYS Contract <b>if Applicable</b>	
		NYS Contract # _____	
<b>Small Tree Types (Height 15' to 30')</b>			
1	1	Hedge Maple Selection - 1-3/4" – 2" Caliper Minimum	
2	1	Tartarian Maple Selection - 1-3/4" – 2" Caliper Minimum	
3	1	Serviceberry Selection - 1-3/4" – 2" Caliper Minimum	
4	1	Upright Crabapple Selection - 1-3/4" – 2" Caliper Minimum	
5	1	Upright Sargent Crabapple Selection - 1-3/4" – 2" Caliper Minimum	
6	1	Japanese Tree Lilac Selection - 1-3/4" – 2" Caliper Minimum	
<b>Medium Tree Types (Height 30' to 50')</b>			
7	1	Red Maple Selection - 1-3/4" – 2" Caliper Minimum	
8	1	Honey Locust Selection - 1-3/4" – 2" Caliper Minimum	
9	1	Black Tupelo or Sour Gum or Black Gum Selection - 1-3/4" – 2" Caliper Minimum	
10	1	Flowering Pear Selection - 1-3/4" – 2" Caliper Minimum	
11	1	Katsura Tree Male Selection - 1-3/4" – 2" Caliper Minimum	
12	1	Scollar Tree Selection - 1-3/4" – 2" Caliper Minimum	
13	1	Silver Linden Selection - 1-3/4" – 2" Caliper Minimum	
14	1	Lacebark Elm - 1-3/4" – 2" Caliper Minimum	

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Large Tree Types (Height 50'+)			
15	1	Common Hackberry - 1-3/4" – 2" Caliper Minimum	
16	1	Katsura Tree Male Selection - 1-3/4" – 2" Caliper Minimum	
17	1	Ginko or Maidenhair Tree Male Selection - 1-3/4" – 2" Caliper Minimum	
18	1	Kentucky Coffeetree Male Selection - 1-3/4" – 2" Caliper Minimum	
19	1	Dawn Redwood Tree Form - 1-3/4" – 2" Caliper Minimum	
20	1	London Planetree Selection - 1-3/4" – 2" Caliper Minimum	
21	1	Swamp White Oak - 1-3/4" – 2" Caliper Minimum	
22	1	Northern Red Oak - 1-3/4" – 2" Caliper Minimum	
23	1	Crimean Linden - 1-3/4" – 2" Caliper Minimum	
24	1	Large Elm Hybrid Selection - 1-3/4" – 2" Caliper Minimum	
25	1	Japanese Zelkova Selection - 1-3/4" – 2" Caliper Minimum	
		<b>NO ADDITIONAL CHARGES WILL BE CONSIDERED</b>	
		<b>Balled &amp; Burlapped trees should be available in each species.</b>	

NOTE: Bid results cannot be given over the phone. All requests for the bid results should be submitted via e-mail to: [jbleuer@clarence.ny.us](mailto:jbleuer@clarence.ny.us)

#### TOWN OF CLARENCE PLANNING AND ZONING DEPARTMENT

One Town Place  
Clarence, NY 14031

NAME OF BIDDER: \_\_\_\_\_

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# ATTACHMENT A

#### SCHEDULE OF STATE MINIMUM WAGE RATES

- A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link and shall be posted in a prominent and convenient place for the inspection of the Contractor's employees.  
<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1166339>
- B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.
- C. Certified Payroll - Every contractor, and sub-contractor, shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 Section 220 Subdivision 3 (a) iii of the NYS Labor Law, subscribed and sworn to or affirmed as true under the penalties of perjury. Any person who willfully fails to file such payroll records with the department of jurisdiction shall be guilty of a class E felony. In addition, any person who willfully fails to file such payroll records within the time specified in this subparagraph shall be subject to a civil penalty of up to one thousand dollars per day. Payments will be withheld until the Town of Clarence receives certified payroll.
- D. The CONTRACTOR shall make provision for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

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# ATTACHMENT B

### INSURANCE REQUIREMENTS – CONTRACTORS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the municipality as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - State that the organization's coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 2010 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the municipality for any applicable deductibles.
- IV. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per- project basis.
  - **Automobile Liability**  
\$1,000,000 Combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - **Workers' Compensation**  
Statutory Workers' Compensation & Employers' Liability Insurance for all employees.
  - **Owners Contractors Protective Insurance**  
(Required for construction projects in excess of \$200,000) \$1,000,000 per occurrence / \$2,000,000 aggregate, with the municipality named as the additional insured.
  - **Excess Liability**  
\$5,000,000 per occurrence / \$5,000,000 aggregate, with the municipality named as the additional insured.
  - **Builders Risk Insurance or Installation Floater**  
*Builders Risk coverage can be provided by the municipality, or required of the contractors. Installation floaters are provided by the contractor(s).*
  - **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.



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- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- VII. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer.